

# GENERAL CONDITIONS for maternity care



---

These general terms and conditions of Kraamzorg aan het Spaarne B.V. apply to all care agreements concluded by Kraamzorg aan het Spaarne.

The general terms and conditions have been further specified for all maternity care organisations that fall under Geboortezorgplus Franchise B.V. and Geboortezorgplus Nederland B.V. and will remain in force until Geboortezorgplus Franchise B.V. and Geboortezorgplus Nederland B.V. are releasing a new version.

B58/5

## **Inhoud**

ARTICLE 1 - Definitions.....	3
ARTICLE 2 – Applicability.....	4
ARTICLE 3 – Publication general conditions .....	4
ARTICLE 4 – Deviation from the general conditions.....	4
ARTICLE 5 - Clear information .....	4
ARTICLE 6 - The agreement.....	5
ARTICLE 7 – Deviation from the agreement.....	5
ARTICLE 8 - The in-take interview .....	5
ARTICLE 9 The maternity care plan .....	6
ARTICLE 10 – General.....	7
ARTICLE 11 – Storing of data.....	7
ARTICLE 12 – Data provision and perusal granted by Kraamzorg aan het Spaarne to third parties .....	7
ARTICLE 13 – Maternity care.....	7
ARTICLE 14 – Safety .....	8
ARTICLE 15 – Coordination (one client – several healthcare providers).....	8
ARTICLE 16 – Incidents.....	8
ARTICLE 17 – Care of personal property .....	8
ARTICLE 18 – Obligations of the client .....	8
ARTICLE 19 – Payment .....	9
ARTICLE 20 – Termination agreement .....	9
ARTICLE 21 – Cancellation by naam kraamzorg .....	9
ARTICLE 22 – Complaints mechanism .....	10
ARTICLE 23 – Dispute settlement.....	10
ARTICLE 24 – Modification .....	10
ADDITIONAL TERMS AND CONDITIONS .....	11
ARTICLE 1 – Applicability.....	11
ARTICLE 3 - The cancellation costs arrangement .....	11
ARTICLE 4 – The intake of maternity care .....	11
ARTICLE 5 – Privacy.....	12
ARTICLE 6 - Quality, safety and responsibility.....	12
ARTICLE 7 – Client duties .....	12
ARTICLE 8 - Rights and obligations of the maternity care provider.....	13
ARTICLE 9 - Liability / Damage settlement.....	13
ARTICLE 10 - Complaints and disputes.....	13
ARTICLE 11 - Alteration.....	14
ARTICLE 12 - Choice of law, choice of forum and other provisions.....	14

## ARTICLE 1 - Definitions

- Client:* The natural person purchasing maternity care from Kraamzorg aan het Spaarne. Thereby is intended the pregnant person before and the new mother after childbirth.
- Maternity care provider:* (legal) person providing maternity care, financed on grounds of healthcare legislation 'Zorgverzekeringswet' (Zvw), whether or not in combination with privately financed maternity care and/or additional services. Mentioned here below: Kraamzorg aan het Spaarne.
- Midwife:* An independent medical professional who assists the pregnant woman and her partner during pregnancy and childbirth and is in regular contact with the woman. Thereby is also intended such general practitioner as is operative as a midwife.
- Maternity carer:* The natural person who provides maternity care and childbirth assistance under the medical responsibility of the midwife.
- Maternity care:* Care, support, instruction, and provision of information to the client and the newborn.
- Minimal maternity care:* The statutory minimum number of hours of maternity care exclusive of childbirth assistance of 24 hours distributed over eight days.
- Assessment:* The assessment based on the maternity protocol 'Landelijk Indicatieprotocol Kraamzorg' (LIP).
- Landelijk Indicatieprotocol Kraamzorg (LIP):* Protocol in which
- a) is described what qualitatively responsible maternity care is
  - b) which arranges the number of hours of maternity care which are necessary to provide sound maternity care to the client and the newborn.
- Application:* Request of the client to Kraamzorg aan het Spaarne to deliver maternity care.
- Agreement:* The agreement concluded between the client and Kraamzorg aan het Spaarne regarding maternity care.
- Intake:* A personal or telephonic conversation between a representative of Kraamzorg aan het Spaarne and the client before the 34th week of pregnancy, in which are established, besides other things, the nature and scope of the maternity care to be provided as well as the possible additional maternity care and services; what the care needs of the client are and what is expected of the client in order to receive proper care.
- Practice supervisor:* The natural person assisting an apprentice maternity carer or intern in the workplace/traineeship.
- JGZ-transfer:* Transfer of data from the maternity period about, e.g., the newborn, the home situation, childbirth, and the course of the maternity period, to youth healthcare institutions 'jeugdgezondheidszorg'.
- Incident:* Any unsought or unforeseen event in the maternity process with direct consequences or in the long term for the client and/or the newborn.
- Written:* By written is also intended digital or by e-mail.

- Electronic channel:* The transmission or storage of data through a website, the internet, or e-mail.
- Arbitration committee:* The sectorial arbitration committee 'Geschillencommissie Verpleging Verzorging en Geboortezorg', falling under the foundation for arbitration 'Stichting De Geschillencommissie' in The Hague.
- Franchise:* Franchise is a collaboration between two entrepreneurs: the franchisor and the franchisee. The franchisor (Geboortezorgplus Franchise B.V.) has developed a successful formula in the field of maternity care and gives the franchisee (Kraamzorg aan het Spaarne) the opportunity to exploit that concept in a certain region. In this system, the largest high-quality maternity care in the region is deployed, with the national knowledge and benefits. This is a close form of cooperation in which the efficient division of tasks and uniform working method to the market serve as a basis.
- Geboortezorgplus* Geboortezorgplus Franchise B.V. and Geboortezorgplus Nederland B.V. have a reciprocal partnership.

## ARTICLE 2 – Applicability

1. These general conditions are applicable to the agreement.
2. These general conditions describe the rights and obligations of the healthcare provider and client.
3. These general conditions leave provisions of mandatory law unaffected.

## ARTICLE 3 – Publication general conditions

1. Kraamzorg aan het Spaarne hands over these general conditions to the client prior to or upon the conclusion of the agreement and clarifies it upon request of the client verbally.
2. a. If the agreement is concluded through an electronic channel, then the general conditions can be furnished through electronic channels, in such a manner that they can be stored so they will be accessible later on;  
b. If the agreement is not concluded through an electronic channel, then the general conditions can also be furnished in a comparable way through electronic channels, but only if the consumer agrees with this.

## ARTICLE 4 – Deviation from the general conditions

Kraamzorg aan het Spaarne cannot deviate from these general conditions, unless such has been explicitly established with the client and the deviation is not to the disadvantage of the client or the newborn. Deviations must be established in writing.

## ARTICLE 5 - Clear information

1. Kraamzorg aan het Spaarne makes sure that he has such information available (in writing or on the website) which enables the client to make a proper comparison with other maternity care providers, so as to be able to choose.
2. In this information, Kraamzorg aan het Spaarne states in any case:
  - A. that an agreement is concluded at the time when Kraamzorg aan het Spaarne accepts the application;
  - B. that the client has the right until 14 days after acceptance by Kraamzorg aan het Spaarne to annul the agreement;
  - C. any possible reservations regarding the ability to deliver the maternity care which is to be established.
3. Kraamzorg aan het Spaarne makes sure that the client remains sufficiently informed during the effective time of the agreement regarding matters which are relevant for her and for the newborn concerning the implementation of the agreement.

4. Kraamzorg aan het Spaarne checks whether the client has understood the information before accepting an application.

#### **ARTICLE 6 - The agreement**

1. The written or digital application by the client constitutes the request to Kraamzorg aan het Spaarne to deliver maternity care to the client. Kraamzorg aan het Spaarne accepts the application in writing or digitally, whereby the agreement is adopted. The client has the right until 14 days after conclusion of the agreement to cancel the agreement (free of charges).
2. If the client applies telephonically, Kraamzorg aan het Spaarne subsequently sends a signed agreement in duplicate to the client, with the request to send back a copy signed by her. In this case, the agreement becomes effective after the signing by the client.
3. If the client is younger than 18, then the client must have the agreement signed, despite the fact that as from the age of 16 she can legally enter into a medical contract (WGBO), by a legal representative on account of the financial guarantee until the age of 18.
4. The agreement comprises in any case:
  - a. a reference to the LIP for the nature and scope of the maternity care. The nature and scope of the maternity care is established during the in-take interview (before the 34th week of pregnancy) in writing;
  - b. if the application is made prior to the 5th month of pregnancy, a clause that the indicated hours are delivered on the basis of the LIP;
  - c. if the application is made in or after the 5th month of pregnancy, a clause that in any case the minimum maternity care is guaranteed;
  - d. if applicable, a clear description of the reservations regarding the ability to deliver the established maternity care and the consequences thereof;
  - e. that arrangements for additional maternity care and services are discussed during the in-take interview (see article 8) and recorded in writing in an addendum to the agreement. If this results in costs for client, a specification of these costs must be included in this addendum;
  - f. a clause that client owes a statutory own contribution over the delivered hours of maternity care. No own contribution needs to be paid over the hours of childbirth assistance;
  - g. an arrangement concerning permission for the use of data of the client and the newborn;
    - for legally obliged measuring of health-care related quality indicators and for the measuring of client experiences in healthcare at VSV and organisational level;
    - in the context of the internal quality cycle and the internal quality improvement;
    - for controls by healthcare insurers for the purpose of the implementation of the contract with Kraamzorg aan het Spaarne in accordance with the applicable rules;
    - for the transfer of data to youth healthcare institutions;
  - h. a possible cancellation costs arrangement;
  - i. a clause that modification of the agreement is only possible after consultation between maternity care provider and client and that it must be established in writing;
  - j. a reference to these general conditions and the applicability thereof.

#### **ARTICLE 7 – Deviation from the agreement**

1. Deviation from the established maternity care hours can only be arranged through mutual consultation and must be recorded in writing. Deviation from the legally prescribed minimum maternity care is not possible. In case of deviation from the agreement, a reparation can be agreed on by both parties in writing.
2. An own contribution is only owed by the client after deviation from the agreement over the number of hours of maternity care effectively consumed.

#### **ARTICLE 8 - The in-take interview**

1. During the in-take interview, the assessment for the number of hours of maternity care is discussed with the client. In this interview is discussed:

- a. the procedure to obtain a (re)assessment in conformity with the LIP and the explanation of the (re)assessment and the consequences of premature termination of the maternity care by the client;
  - b. the determination of the nature and scope of the maternity care to be delivered based on the LIP and the wishes of the client;
  - c. a description and the possible establishment of the additional maternity care (refunded by healthcare insurer in an additional package or privately financed) and of the services which the client can make use of and the possible determination of what is established according to article 6 section 4e.
2. Before or during the in-take, Kraamzorg aan het Spaarne supplies the client with written information about at least the following points:
    - a. the distribution of responsibilities between maternity carer and midwife;
    - b. the existence of a client version of the standard of care;
    - c. key management;
    - d. what measures the client must take to enable the maternity carer to work safely in conformity with the regulations regarding labour conditions and hygiene;
    - e. the use of the car of the client and/or partner by the maternity carer;
    - f. the parking policy;
    - g. the privacy policy;
    - h. the medication policy;
    - i. the information duty towards client regarding the deployment of trainee maternity carers and the consent obligation for the deployment of trainees;
    - j. the possible cancellation costs arrangement;
    - k. the consequences of the law on working hours 'Arbeidstijdenwet' and the union contract ('cao') for the deployment of maternity carers;
    - l. claims settlement: the arrangement for the compensation of damage caused by the employee of Kraamzorg aan het Spaarne.
  3. The arrangements made during the in-take interview are recorded in writing (see article 6 section 4 under e).

## ARTICLE 9 The maternity care plan

1. The maternity carer prepares a maternity care plan in writing, based on the assessment from the assessment protocol 'Landelijk Indicatieprotocol' (LIP) and 7 through mutual consultation with the client, at the start of the maternity care.
2. In the maternity care plan, the objectives and arrangements are established and aligned with the wishes, habits, and circumstances of the client and the newborn.
3. In the maternity care plan is furthermore established in any case:
  - what family members or other carers from the own network are involved in the provision of maternity care;
  - the arrangements made for support, instruction, and information to be provided by the maternity carer to partner and/or other family members;
  - the moments of evaluation of the maternity care plan.
4. If the maternity carer is unable to provide the established maternity care in conformity with the maternity care plan, the maternity carer/maternity care provider immediately informs the client accordingly. If the client cannot/does not want to receive the established maternity care in conformity with the maternity care plan, the client immediately informs the maternity carer, and outside the working hours of the maternity carer, Kraamzorg aan het Spaarne accordingly. Through consultation and agreement with the client, the maternity care plan is subsequently adjusted by the maternity carer.
5. The maternity care plan is a component of the childbirth care plan which the coordinating healthcare provider has prepared jointly with the pregnant person.

## ARTICLE 10 – General

1. To the data intended in this chapter applies fully what is established in the law on data protection (Wbp) (as from 25 May 2018: General Data Protection Regulation).
2. To the extent the data intended in this chapter fall under the articles 7:446 – 7:468 of the Civil Code (BW), it applies fully as established there.

## ARTICLE 11 – Storing of data

1. Kraamzorg aan het Spaarne must keep data on the client and the newborn. This data is determined in the agreement, the LIP-form, the JGZ-transfer, the hour-registration and a display of the registration, interpretation, and actions to be taken for the client and/or the newborn for the purpose of the signalling of health issues.
2. Upon termination of the agreement, Kraamzorg aan het Spaarne keeps the above data and this data remains at the disposal of both Kraamzorg aan het Spaarne and the client. The client receives a copy if she so wishes. For the data intended in article 7:454 of the Civil Code (BW), the retention period and the rights of the client regarding correction and destruction established there apply. For other data, the standard mentioned in Wbp is effective.

## ARTICLE 12 – Data provision and perusal granted by Kraamzorg aan het Spaarne to third parties

1. Without the written consent of the client, Kraamzorg aan het Spaarne does not provide data (for perusal) regarding the client and the newborn to third parties, except to comply with a legal obligation or to observe the reporting code for child abuse in the event permission cannot be requested on account of the safety of the child/family.
2. By third parties as intended in the first section are not intended the midwife and the person involved on behalf of and/or by order of Kraamzorg aan het Spaarne in the delivery of the maternity care, to the extent the providing of data (for perusal) is necessary for the activities to be conducted by these.
3. After the decease of the client and/or the newborn, Kraamzorg aan het Spaarne makes available for perusal, if so requested, the data kept by Kraamzorg aan het Spaarne to the survivors, to the extent the client has given her written consent for this, or her consent may be presumed.
4. The maternity carer and those who are involved on behalf of and/or by order of Kraamzorg aan het Spaarne in the delivery of maternity care, are bound by a non-disclosure obligation. Kraamzorg aan het Spaarne informs the client accordingly.

## ARTICLE 13 – Maternity care

1. Kraamzorg aan het Spaarne delivers maternity care with due regard for:
  - a. the standards “responsible maternity care” as they have been established by representative organisations of in any case maternity care providers and clients through consultation with healthcare inspection ‘Inspectie voor de Gezondheidszorg’,
  - b. the healthcare standard as established by ‘Zorginstituut Nederland’,
  - c. and the healthcare described in the LIP.
2. Kraamzorg aan het Spaarne ensures that all maternity carers who provide maternity care within the organisation of Kraamzorg aan het Spaarne or by order of Kraamzorg aan het Spaarne to the client:
  - a. are competent and qualified to this effect at all times;
  - b. are listed in the Quality Register of the expertise centre for maternity care ‘Kenniscentrum Kraamzorg’;
  - c. act in accordance with the professional standards applicable to the maternity carer, including the guidelines of the occupational group and in any case as a reasonably competent and reasonably acting professional. Deviation from the professional standard must be motivated and explained by the maternity carer towards the client. The maternity carer takes note of the deviation and the explanation to the client in the maternity care plan.

3. The trainee maternity carer may exclusively provide maternity care under the supervision of a practice supervisor.
4. Kraamzorg aan het Spaarne takes care of the continuity of the maternity care.
5. Maternity care is actually provided by Kraamzorg aan het Spaarne. In the context of the franchise cooperation/sub-contractership referred to above, the care provided to you will also be administered and declared in and by Geboortezorgplus Langedijk B.V. (acting under Kraamzorg Langedijk / AGB code 33006086) and Geboortezorgplus Nederland B.V. (AGB code 33006297).

#### **ARTICLE 14 – Safety**

Kraamzorg aan het Spaarne makes use of valid material needed for the exercise of the vocation.

#### **ARTICLE 15 – Coordination (one client – several healthcare providers)**

If the client and/or the newborn is cared for by two or more healthcare providers who on behalf or by order of Kraamzorg aan het Spaarne are involved in the delivery of the maternity care, Kraamzorg aan het Spaarne makes sure that:

- a. all healthcare providers involved inform each other upon change of shifts or through the maternity care plan and if necessary, inquire each other about relevant data of the client and/or the newborn, whereby the experience of the client is taken into account and the client is informed about this;
- b. the tasks and responsibilities regarding the provision of maternity care to the client and/or the newborn are clearly delineated and aligned between the involved healthcare providers;
- c. all healthcare providers keep updated and consult the maternity care plan.

#### **ARTICLE 16 – Incidents**

1. As soon as possible after an incident, Kraamzorg aan het Spaarne informs the client regarding:
  - a. the nature and cause of the incident;
  - b. whether, and what, measures have been taken to prevent similar incidents.
2. If an incident has impact on the health condition of the client and/or the newborn, the maternity immediately discusses this with the midwife.
3. The maternity carer provides adequate maternity care upon instruction of the midwife so as to limit the impact of the incident on the client and/or the newborn.
4. If an incident requires direct intervention, the maternity carer takes action forthwith and reports this as soon as possible to the midwife.
5. The maternity care organisation takes care of the adequate reporting of incidents in the registration systems intended for this.

#### **ARTICLE 17 – Care of personal property**

Kraamzorg aan het Spaarne makes sure that those who are involved in the maternity care for the client and the newborn under his responsibility handle their property with care.

#### **ARTICLE 18 – Obligations of the client**

1. The client identifies herself prior to the adoption of the agreement or during the effective time of the agreement upon request of Kraamzorg aan het Spaarne by way of a legally approved, valid ID.
2. The client provides Kraamzorg aan het Spaarne, also in response to the latter's questions, to the best of her knowledge, with the information and the assistance which the latter reasonably requires for the implementation of the agreement.
3. The client refrains from conduct such as aggression, discrimination, (sexual) harassment and/or other behaviour which is harmful to the health or wellbeing of the maternity carer and other



persons who work at or by order of Kraamzorg aan het Spaarne. The client also exerts herself to let family members and visitors refrain from the above behaviour.

4. The client renders all necessary assistance to enable Kraamzorg aan het Spaarne to provide maternity care in accordance with the regulations concerning labour conditions and hygiene.
5. The client must offer the maternity carer and other persons who work at or by order of Kraamzorg aan het Spaarne the opportunity to carry out their tasks as established in the maternity care plan or within the framework of safety.
6. As soon as the client receives maternity care and/or services from another maternity care provider, she informs Kraamzorg aan het Spaarne concerning.
7. The client must report damage she has identified within 5 days after completion of the maternity care to Kraamzorg aan het Spaarne in writing.
8. The client is considered to be insured against statutory liability.

#### **ARTICLE 19 – Payment**

1. The client owes Kraamzorg aan het Spaarne the established price for the established maternity care and services, to the extent these are not owed directly by the healthcare insurer pursuant to healthcare legislation Zvw.
2. For the established costs of additional maternity care, the own contribution and/or services as intended in article 6 section 4 under e and f, Kraamzorg aan het Spaarne (or in case of a personal contribution Geboortezorgplus Franchise B.V./ Geboortezorgplus Nederland B.V.), sends the client a clear and itemized invoice.
3. After expiry of a payment term of 30 days, Kraamzorg aan het Spaarne sends a reminder, granting the client the opportunity to pay still within 14 days after receipt of the reminder.
4. If after expiry of the second payment term the payment still has not been settled, Kraamzorg aan het Spaarne has the right to bill statutory interest and extrajudicial collection costs as from the expiry of the first payment term.

#### **ARTICLE 20 – Termination agreement**

1. The agreement ends:
  - a. Through the recovery of the client at a hospital if she does not return home from hospital within 10 days after childbirth and the newborn during these 10 days does not need maternity care, unless the client is insured additionally for deferred maternity care;
  - b. Through the recovery of the newborn at a hospital if he/she does not return home from hospital within 10 days after childbirth and the client does not need maternity care during these 10 day, unless the client is insured additionally for deferred maternity care;
  - c. Upon mutual agreement as established in writing;
  - d. Through the decease of the client if the newborn does not need maternity care;
  - e. Through the decease of the foetus or newborn if the client does not need maternity care;
  - f. Pursuant to medical grounds pertaining to the client.
2. If the client cancels the agreement unilaterally otherwise than on the basis of the above, Kraamzorg aan het Spaarne can charge cancellation costs.

#### **ARTICLE 21 – Cancellation by naam kraamzorg**

Kraamzorg aan het Spaarne can only cancel the agreement in writing for weighty reasons, on condition the following conditions have been met:

- a. Kraamzorg aan het Spaarne has discussed the grounds on which the intended cancellation is based with the client;
- b. Kraamzorg aan het Spaarne has discussed a suitable alternative with the client;
- c. Kraamzorg aan het Spaarne has pointed out the possibility to the client to file a complaint.

## **ARTICLE 22 – Complaints mechanism**

1. The healthcare provider applies an arrangement for the receipt and handling of complaints based on complaints legislation for healthcare 'wet Kwaliteit Klachten en Geschillen Zorg' (WKKGZ), as sufficiently publicised, and handles the complaint in accordance with this complaints mechanism.
2. A component of the complaints mechanism is the complaints officer as intended by WKKGZ. He takes care, amongst other matters, of the receipt of the complaint, he can mediate and propose a solution for the complaint. This complaints officer works independently from management/the executive board/owner of the healthcare provider. Name and contact information of this officer are listed in the complaints mechanism referred to above.
3. The complaints mechanism is placed in a way it can be found easily on the website of the healthcare provider. If so desired, the client receives a paper version thereof.

## **ARTICLE 23 – Dispute settlement**

1. A dispute arises if the procedure as described in article 22 has not been properly observed or has not led to the elimination of the complaint to a sufficient degree or if it may not reasonably be expected of the client that she will submit the complaint to the healthcare provider first.
2. The client and the healthcare provider can submit a dispute to the arbitration committee as mentioned in the complaints and disputes mechanism of the healthcare provider and as compliant with the legal requirements.
3. The disputes arrangement meets the requirements of WKKGZ and has been coordinated with representative parties of clients/consumers.
4. The arbitration committee handles complaints and claims and can attribute compensation to a maximum amount of € 25,000.
5. The disputes arrangement is placed in a way it is easy to find on the website of the healthcare provider. If so desired, the client will receive a paper version thereof.

## **ARTICLE 24 – Modification**

These general conditions can only be modified through consultations between Bo Geboortezorg on the one hand and 'Consumentenbond', 'LOC Zeggenschap in de zorg' and 'Patiëntenfederatie Nederland' on the other.

These general terms and conditions have been drawn up by the Sociaal-Economische Raad with additions (in the area of franchise cooperation) from Kraamzorg aan het Spaarne, Geboortezorgplus Franchise B.V. and Geboortezorgplus Nederland B.V.

## ADDITIONAL TERMS AND CONDITIONS

### ARTICLE 1 – Applicability

These conditions are supplementary to the General Conditions drawn up by the Sociaal-Economische Raad (Articles 1 to 24). These additional general terms and conditions, as well as the General Terms and Conditions, apply to all agreements, as well as to all amendments to agreements concluded between the customer and Kraamzorg aan het Spaarne.

### ARTICLE 2 - The agreement

1. For all forms of registration, Kraamzorg aan het Spaarne must send a (digital) confirmation of the application to the client after registration. The care contract will be established immediately in the case of digital or written registration; in the case of oral or telephone registration, the contract will be concluded after receipt of this confirmation.

The following general terms and conditions are deemed to be included verbatim in the agreement:

2. The reservations for the provision of maternity care are included in these supplementary general terms and conditions. If registration has taken place for the fifth month, Kraamzorg aan het Spaarne will do its utmost to deliver the indicated hours. In the event of unforeseen situations, Kraamzorg aan het Spaarne reserves the right to deviate downwards from the number of indicated hours. This depends on the period in which the maternity care is required and the moment of registration.
3. If you register in or after the fifth month of pregnancy, the minimum maternity care is guaranteed in any case.
4. Kraamzorg aan het Spaarne provides at least the legally prescribed minimum maternity care.
5. Kraamzorg aan het Spaarne will initially try to claim the maternity care provided to you from your health insurer. However, the "personal contribution" owed by you will, if possible, be invoiced directly to you. This also applies in the event that extra hours of maternity care are (or must be) indicated, which according to your policy are not eligible for reimbursement by your health insurer.

### ARTICLE 3 - The cancellation costs arrangement

1. Termination is only possible in writing or electronically (by e-mail).
2. The client has the right to terminate the care agreement free of charge in the following cases:
  - a. up to 14 days after entering into the care agreement or receipt of the care agreement
  - b. when the client moves to an address outside the operating area of Kraamzorg aan het Spaarne
  - c. for medical reasons
3. If a termination does not meet the above mentioned conditions, a termination fee will be charged:
  - Registration: € 50,-
  - Registration + intake: € 130,- (if intake has already taken place)
  - Within two months for the due date: € 150,-
4. If the client does not use Kraamzorg aan het Spaarne to provide the agreed care during or after the delivery, this will be regarded as a termination of the agreement, unless there is a case of force majeure on the part of the client. Force majeure on the part of the client shall be understood to mean a shortcoming that is not attributable to the fault of the client and should not remain at the client's expense on the basis of the law, legal act or generally accepted practice.

### ARTICLE 4 – The intake of maternity care

1. The intake will take place before the 34th week of pregnancy at the latest, provided that there is a timely registration as well as good accessibility and/or effort on the part of the client to make the appointment.

2. At the intake, the health and safety checklist is used to check whether the working environment is safe for the maternity carer (working conditions and hygiene). If anything is found that is not in order, it must be prepared before the start of the care.
3. If the client wishes to purchase additional maternity care or certain products/services, this will be recorded on the intake form as well as the costs involved.
4. In the case of privately funded care, the total costs of the care provided will be borne by the client. This will be discussed during the intake.

#### **ARTICLE 5 – Privacy**

1. When providing services, Kraamzorg aan het Spaarne will apply the applicable privacy legislation (including the AVG).
2. Kraamzorg aan het Spaarne and its employees shall be obliged to keep confidential all matters relating to the client which have come to their knowledge by reason of their position, and of which they know or can reasonably suspect that they are obliged to keep them confidential.
3. The client has the right to inspect his personal data, as well as the right to copy, supplement, correct, block, destroy and delete his data.
4. In order to give access to, or provide personal data to anyone who is not involved in the provision of care, the Kraamzorg aan het Spaarne requires the express and specific consent of the client.
5. We are legally obliged to evaluate the maternity care provided. That is why you will be asked by e-mail to appreciate the maternity care provided to you after the completion of the maternity care. This request will be sent to you at the e-mail address indicated by you.

#### **ARTICLE 6 - Quality, safety and responsibility**

1. Mother and child care is the maternity carer priority. Domestic tasks are subordinate to this at all times.
2. The midwife is responsible for the childbirth. The maternity carer will always consult with the midwife in the event of any problems.
3. The Working Hours Act and the Applicable Collective Labour Agreement (CAO) will be taken into account when deploying maternity carers.

#### **ARTICLE 7 – Client duties**

The care may be stopped by Kraamzorg aan het Spaarne if the client does not provide all the necessary cooperation to enable Kraamzorg aan het Spaarne to provide maternity care in accordance with the regulations for a safe working environment and workable conditions. This means working conditions, hygiene and manners. Appropriate facilities must also be available so that the maternity carer can provide proper care for the mother and child. These matters are discussed during the intake by means of a checklist.

1. Before starting care, the bed of the midwife must be at a minimum height of 80 cm.
2. Availability of two safe metal jugs, seamless, with rubber plate in the cap.
3. Suitable facilities are available for the maternity carer for the provision of services.
4. Our maternity care organisation applies a Code of Conduct, in which the standards of conduct are described. This Code of Conduct is available on request at Kraamzorg aan het Spaarne or can be viewed on the website. The client is expected to behave in accordance with this Code of Conduct.
5. During the provision of services by the maternity carer, the client must be at home.
6. If the client does not comply with the provisions of this article, Kraamzorg aan het Spaarne is entitled to refuse the delivery of services.

## **ARTICLE 8 - Rights and obligations of the maternity care provider**

1. Employees of Kraamzorg aan het Spaarne do not smoke at the client's home, not even during the breaks.
2. It is not permitted for maternity carer to be authorised for financial matters, such as the use of a client's credit card and/or the client's bank card.
3. Gifts or presents with a total value of more than € 25,- may not be accepted by the maternity carer.
4. Under no circumstances may the maternity carer transport clients or other family members, not even in the client's car.
5. The maternity carer does not receive a house key from the client, unless arrangements have been made for this in a key agreement.

## **ARTICLE 9 - Liability / Damage settlement**

1. The client is deemed to be insured for legal liability.
2. Damage caused by incorrect or incomplete instructions from the client will not be compensated.
3. Maternity carers may only work with good and safe equipment (including safe connections) and good and safe materials (such as jars). Damage caused by faulty or unsafe equipment/ material will not be compensated.
4. Employees of Kraamzorg aan het Spaarne are not allowed to use bank cards, codes and/or credit cards of the client. In case of violation of these, Kraamzorg aan het Spaarne is not liable for any damage.
5. Damage (any damage whatsoever) must be reported by the client (at the latest) within 5 days after completion of the maternity care in writing (registered letter) to Kraamzorg aan het Spaarne and to Geboortezorgplus Franchise B.V. at the address: Hasselaarsweg 18, 1704 DW Heerhugowaard. The claim report must be received by both organisations within five days after completion of the maternity care, submitted claims that are received after this (complaint)period do not qualify for compensation. The burden of proof and obligation of proof for the receipt of the complaint rests with the client.
6. Kraamzorg aan het Spaarne is not liable for any form of damage. If damage is suffered, it can only be recovered from Geboortezorgplus Franchise B.V. In case of damage, the client will be charged an excess (own risk) of € 100,-.
7. Compensation for any damage whatsoever is excluded:  
I: damage caused by intent or gross negligence on the part of the client;  
II: damage caused by wear and tear;  
III: damage caused by loss or theft by third parties, of valuables or shopping money entrusted to the employees of Kraamzorg aan het Spaarne, unless there is evidence of intent or gross negligence on the part of the maternity care provider's employee.  
IV: Damage amounting to a total (including principal, interest and costs) of more than what the insurance of Geboortezorgplus Franchise B.V. pays out. The insurance pays out a maximum amount of € 2.500.000,-

## **ARTICLE 10 - Complaints and disputes**

1. We strive to provide maternity care of the highest possible quality so that we can meet your requirements. If you are not satisfied with our maternity care, we believe it is important that you report this to us, so that we can improve our care. We recommend that you discuss this with our maternity carer as soon as possible.  
Should this conversation does not lead to a satisfactory solution, you can submit your complaint to our management in writing, at the latest within five days after termination of the care: Kraamzorg aan het Spaarne, to the attention of A. Briennesse/ C. Lippes, Antoniestraat 79, 2011 CP Haarlem. Or you can address it to our complaints officer Mr. S.C. van der Leer via (preferably) [sebastiaan@geboortezorgplus.nl](mailto:sebastiaan@geboortezorgplus.nl) or send a letter to Geboortezorgplus Franchise, Hasselaarsweg

18, 1704 DW Heerhugowaard. You can request the complaints regulations from us or consult them on our website, [www.kraamzorgaanhetSPAARNE.nl](http://www.kraamzorgaanhetSPAARNE.nl).

2. If this also does not provide a satisfactory solution, you can send your complaint in writing to the Disputes Committee (Geschillencommissie) via our branch organisation: De Geschillencommissie Zorg, P.O. Box 90600, 2509 LP The Hague.
3. Complaints that occur during the granting of care process will be dealt with within 24 hours after submission. Other types of complaints will be dealt with within two weeks.
4. In the event of a difference of opinion about the administration carried out, the applicability of general terms and conditions and privacy policies, or other administrative matters, the administration of maternity care provider, Geboortezorgplus Franchise B.V./ Geboortezorgplus Nederland B.V. will be leading and evidence to the contrary is excluded.

#### **ARTICLE 11 - Alteration**

In accordance with Article 24 of the General Terms and Conditions, Kraamzorg aan het Spaarne is authorised to amend these (Additional) General Terms and Conditions immediately if necessary. For clients who are already registered, changes will be announced in writing or digitally at least two months before they come into effect. This means communicating the changes in writing and/or digitally and making the general terms and conditions available on the website of Kraamzorg aan het Spaarne, i.e. [www.kraamzorgaanhetSPAARNE.nl](http://www.kraamzorgaanhetSPAARNE.nl).

#### **ARTICLE 12 - Choice of law, choice of forum and other provisions**

1. All disputes arising from or related to a legal relationship between parties to which these general terms and conditions (including additional terms and conditions) apply and for which an amicable solution is not possible, shall be submitted to the competent courts of the District Court of North Holland.
2. If one or more provisions of these General and Additional Terms and Conditions are null and void or declared null and void, the agreement and its (additional) General Terms and Conditions shall otherwise remain in force. The provisions that are not legally valid or cannot legally be applied, will be replaced by provisions that are as close as possible to the purport of the provisions to be replaced.
3. The client (and/or the parents of the baby who believe they have a claim) is not allowed to transfer his/her rights and obligations under the agreement and the applicable General and Additional Terms and Conditions to third parties.